



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

November 27, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AS-NEEDED EMERGENCY REMOVAL OF HAZARDOUS MATERIALS ALL SUPERVISORIAL DISTRICTS 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award contracts for "As-Needed Emergency Removal of Hazardous Materials" to Foss Environmental Services Company, located in Long Beach, California; Ocean Blue Environmental Services, Inc., located in Long Beach, California; and United Pumping Service, Inc., located in Industry, California. These contracts will be for a period of one year commencing on December 31, 2002, or upon Board approval, whichever occurs last, with two 1-year renewal options not to exceed a total contract period of three years.
3. Instruct the Chair to sign this contract.
4. Authorize the contractors to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber an annual amount not to exceed \$350,000 representing the estimated combined maximum annual cost for these services.

6. Delegate authority to the Director of Public Works to renew these contracts for the two 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action is to award these contracts for as-needed emergency removal, hauling, and disposal of hazardous materials deposited on Public Works' facilities by a known or unknown third party. Since 1989, Public Works has contracted for these services. When hazardous materials are found on property under the jurisdiction of Public Works, such as along flood control channels and road rights of way, it is necessary to have a means to call in licensed hazardous waste haulers to immediately remove and dispose of the hazardous materials in a manner that complies with all Federal, State, County, and city laws and ordinances.

Implementation of Strategic Plan Goals

These contracts are consistent with the County's Strategic Plan Goal of Service Excellence. These services are to be provided on a part-time and intermittent basis and the contractors have the appropriate licenses and expertise to complete the work, which will allow Public Works to provide these services to the public in a more responsive manner.

FISCAL IMPACT/FINANCING

The total amount of these services is not to exceed \$350,000 annually. This amount represents Public Works estimated combined maximum annual cost for these services.

Each individual contract will be for a period of one year commencing on December 31, 2002, or upon Board approval, whichever occurs last. With the Board's delegated authority, the Director may renew these contracts from year to year for a total contract period not to exceed three years. In any event, these contracts may be canceled or terminated together or individually, at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor(s).

Funds are available in Public Works' 2002-03 budget to cover the cost of these contracts. There will be no impact on net County cost.

These contracts allow cost-of-living adjustments for the two optional years in accordance with County policy established by the Chief Administrative Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to these recommended contracts which are for non-Proposition A services, as the services are required on a part-time and intermittent basis.

The contractors have properly executed the contracts and County Counsel has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the CEQA as specified in Class 1(e) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On October 7, 2002, Public Works solicited proposals from 228 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On October 28, 2002, eleven proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Six proposals met these requirements and were evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP which included cost, work plan of action, previous work experience, and technical competence. Based on this evaluation, Public Works is recommending that contracts be awarded to Foss Environmental Services Company, and Ocean Blue Environmental Services, Inc., both located in Long Beach, California, and United Pumping Service, Inc., located in Industry, California, who were found to be the most responsive proposers to perform the required services. By utilizing multiple contractors, Public Works can respond in a timely manner to different types of emergency material removals that may occur on its facilities and/or rights of way. Contractors will be assigned work on a rotating basis.

Enclosure B reflects the proposers' minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain Board-ordered contract terms regarding the contractors notifying their current and new employees of the Federal-earned income tax credit, agreeing to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and non-payment for services rendered after expiration or termination of the contract.

Proof of the required Comprehensive General, Automobile, and Contractor Pollution Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

As requested by your Board, the contractors have submitted a safety record which, in our opinion, reflects that activities conducted by them in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that these contractors will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees, as these services are presently contracted with the private sector.

CONCLUSION

Please have the original and one copy of each contract signed by the Chair. Please return the signed copies for the contractors to Public Works, together with the conformed copies for Public Works' file. The fully executed originals should be retained for your files.

The Honorable Board of Supervisors
November 27, 2002
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One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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A:\Hazardous Material.wpd

Enc. 5

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of _____, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and FOSS ENVIRONMENTAL SERVICES COMPANY, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 28TH day of October 2002, hereby agrees to furnish emergency removal of hazardous materials, as described in the attached Specifications for "As-Needed Emergency Removal of Hazardous Materials."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals, and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of these emergency removal of hazardous materials services, in strict accordance with the Contract's Specifications, and to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal. In no event will the County pay any and all Contractors providing services under this program an amount greater than \$350,000 or such greater amount approved by the Board during the first year of this Contract, nor an amount greater than \$350,000 or such greater amount approved by the Board for each subsequently exercised option-year.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

Foss Environmental Services Company

By _____
Its President

By _____
Its Secretary

A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of _____, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and OCEAN BLUE ENVIRONMENTAL SERVICES, INC., hereinafter referred to as "CONTRACTOR."

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FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 28TH day of October 2002, hereby agrees to furnish emergency removal of hazardous materials, as described in the attached Specifications for "As-Needed Emergency Removal of Hazardous Materials."

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Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

Ocean Blue Environmental Services,
Incorporated

By _____
Its President

By _____
Its Secretary

A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of _____, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and UNITED PUMPING SERVICE, INC., hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

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